

EXHIBIT “B”



Schenk Boncher & Rypma

ATTORNEYS & COUNSELORS

Gary P. Schenk
Frederick J. Boncher
Curtis D. Rypma
Brent W. Boncher
Tyler E. Osburn
OF COUNSEL
Susan J. Knoll

November 8, 2017

**Via Certified Return Receipt Requested
and First Class Mail**

Ken Salamone
Rufster Racing, LLC
47 Carriglea Dr.
Riverside, CT 06878

**Re: Skater Power Boats
Skater 388 Race Basic Boat-Custom Flat Deck
Hull No. DUX17949H717-3846**

**THIS FIRM IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT
A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THIS
PURPOSE.**

Dear Mr. Salamone:

This firm represents Douglas Marine Corporation of Douglas, MI, who is the manufacturer of the Skater Power Boat described in our reference paragraph above. On or about December 30, 2015, you entered into a Contract of Sale and Purchase for the purchase of the above-described Skater power boat for a purchase price of \$568,009.00. The contract included several accessories, in addition to the basic boat, and a hydraulic tilt trailer (VIN 1D9S84936H1243028). Your order included a 35% deal discount on the basic boat, leaving a balance of \$542,117.00. In addition to the basic boat and trailer, you ordered another series of extras, including two Mercury engines, an additional tunnel escape hatch, modification of hatch scoops to accommodate the Mercury engines, two stand-off boxes and mounting the engine/rails, motor mounts, transoms and drive and a cockpit air condition kit, for a total price after discount and including extras, of \$723,559.00.

Thereafter, on December 31, 2015, you made a deposit of \$300,000.00 on your purchase. On December 30, 2016, an additional deposit of \$61,500.00 was credited to your account. And finally, on March 2, 2017, a deposit of \$140,000.00 was credited to your account, leaving a balance due before any carrying costs, FOB Douglas, MI, of \$222,059.00.

Ken Salamone
November 8, 2017
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The purposes of this letter are two-fold. First, to once again tender delivery of the Skater power boat purchased by you, FOB Douglas, MI, upon payment of all storage and finance charges and your remaining balance, which as of November 1, 2017, are in the amount of \$261,620.00. Delivery may be arranged by contacting the company's offices between the hours of 7:00 a.m. - 5:30 p.m., Monday - Thursday, at (269) 857-4308 (or in person at 6780 Enterprise Drive, Douglas, MI).

Since you have previously indicated that you do not intend to complete the purchase of Skater power boat, this tender of delivery will remain open for 21 business days following the date of this letter. The failure to respond or otherwise indicate your acceptance of the tender during the specified time period will be treated by the Seller as an additional rejection of the contract by you.

In the event that you fail to complete the purchase and arrange delivery during the specified period, your actions will be treated as and will constitute an additional default. The Seller will avail itself of the remedies provided in Article 2 of the Uniform Commercial Code and specifically, Sec. 2703(d), resell the boat and recover damages as provided in Sec. 2706 of the Code. In such case, the Code provides that the Seller may recover the difference between the resale price and contract price, together with any incidental damages allowed under the provisions of Sec. 2710, less any expenses saved in consequences of your breach. Damages include not only the difference between the resale price and the contract price, but also any commercially reasonable charges or expenses incurred in the transportation, care and custody of the boat, after your breach, in connection with the return or resale of the boat (including the cost of such resale) and any other damages resulting from the breach.

You are notified further that the Seller intends to utilize as much of your prior deposits as may be necessary to be made whole.

Finally, you are notified that in the event of a resale by the Buyer, the Buyer intends to do the same at a public sale via an auction. You will receive reasonable notice of the time and place of the auction and all relevant practices associated with the public auction of such boats will be maintained.

In the event that you have no intention of completing the sale, we would appreciate your confirmation of that fact prior to the expiration of the period provided for herein.

Very truly yours,

SCHENK, BONCHER & RYPMA



Gary P. Schenk,
Attorneys for Douglas Marine Corporation

GPS/lis
Enclosure (current statement of charges)
cc: Anthony Cutsuries, Douglas Marine Corporation
S:\LS300\GPS\Skater Powerboats\SALAMONE, KEN LTR.wpd
1-2325


**DOUGLAS
MARINE
CORPORATION**

 6780 ENTERPRISE DRIVE
 P.O. BOX 819, DOUGLAS, MI 49406 (269) 857-4308
 FAX: (269)-857-1606

 SOLD TO: RUFSTR RACING, LLC
 C/O KEN SALAMONE
 47 CARRIGLEA DRIVE
 RIVERSIDE CT 06878

 INVOICE # 8427
 INVOICE DATE 6/12/2017
 ORDER DATE
 TERMS- F.O.B.

QUANTITY	DESCRIPTION	EACH	TOTAL
1	SKATER 388 RACE BASIC BOAT WITH CUSTOM FLAT DECK HULL ID: DUX17949H717 -3846	568,009.00	\$568,009.00
1	FULL RACE CANOPY SYSTEM (4-MAN DOUBLE WIDE)	56,750.00	\$56,750.00
1	WIDEN HULL	19,250.00	\$19,250.00
1	TUNNEL ESCAPE HATCH	20,680.00	\$20,680.00
1	COCKPIT COVER	2,937.00	\$2,937.00
1	DMC HYDRAULIC TILT TRAILER VIN NO: 1D9S84936H1243028	166,400.00	<u>\$166,400.00</u>
	SUBTOTAL		\$834,026.00
	LESS 35% DISCOUNT		<u>(\$291,909.00)</u>
	SUBTOTAL		\$542,117.00
2	MERCURY 700 SCI'S W/ MERCURY #6 DRIVES ENGINE S/N: OM975719 & OM975720 DRIVE S/N: OM976111 & OM976112 TA S/N: OM975588 & OM875586	70,000.00	\$140,000.00
1	ADDITIONAL TUNNEL ESCAPE HATCH	13,442.00	\$13,442.00
1	MODIFY HATCH SCOOPS TO ACCOMMODATE MERC 700'S	4,000.00	\$4,000.00
2	STAND OFF BOXES	5,000.00	\$10,000.00
1	MOUNT ENGINES/RAILS, MOTOR MOUNTS, TRANSOMS & DRIVES	4,500.00	<u>\$4,500.00</u>
	TOTAL- F.O.B. DOUGLAS, MICHIGAN		\$714,059.00
	LESS DEPOSIT (12/31/15)		<u>(\$300,000.00)</u>
	LESS PROGRESS PAYMENT (12/30/16)		<u>(\$61,500.00)</u>
	LESS PROGRESS PAYMENT (03/02/17)		<u>(\$140,000.00)</u>
	BALANCE DUE		\$212,559.00

* All past due accounts will be charged 1½% per month (18% Annual)

WHITE COPY- ORIGINAL

ACCEPTED BY

Purchaser



**DOUGLAS
MARINE**

CORPORATION

6780 ENTERPRISE DRIVE
P.O. BOX 819, DOUGLAS, MI 49406 (269) 857-4308
FAX: (269)-857-1606

SOLD TO: RUFSTR RACING, LLC
C/O KEN SALAMONE
47 CARRIGLEA DRIVE
RIVERSIDE CT 06878

INVOICE # 8465
INVOICE DATE 9/1/2017
ORDER DATE
TERMS- F.O.B.

QUANTITY	DESCRIPTION	EACH	TOTAL
1	MONTHLY STORAGE FEE, AUGUST 2017		\$280.00

* All past due accounts will be charged 1½% per month (18% Annual)

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ACCEPTED BY _____

Purchaser


**DOUGLAS
MARINE
CORPORATION**

6780 ENTERPRISE DRIVE
P.O. BOX 819, DOUGLAS, MI 49406 (269) 857-4308
FAX: (269)-857-1606

SOLD TO: RUFSTR RACING, LLC
C/O KEN SALAMONE
47 CARRIGLEA DRIVE
RIVERSIDE CT 06878

INVOICE # 8470
INVOICE DATE 10/1/2017
ORDER DATE
TERMS- F.O.B.

QUANTITY	DESCRIPTION	EACH	TOTAL
1	MONTHLY STORAGE FEE, SEPT 2017		\$280.00

* All past due accounts will be charged 1½% per month (18% Annual)

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ACCEPTED BY _____

Purchaser


**DOUGLAS
MARINE
CORPORATION**

 6780 ENTERPRISE DRIVE
 P.O. BOX 819, DOUGLAS, MI 49406 (269) 857-4308
 FAX: (269)-857-1606

 SOLD TO: RUFSTR RACING, LLC
 C/O KEN SALAMONE
 47 CARRIGLEA DRIVE
 RIVERSIDE CT 06878

 INVOICE # 8472
 INVOICE DATE 10/26/2017
 ORDER DATE
 TERMS- F.O.B.

QUANTITY	DESCRIPTION	EACH	TOTAL
1	CUSTOM GRAPHICS	38,500.00	<u>\$38,500.00</u>
	TOTAL DUE		\$38,500.00

* All past due accounts will be charged 1½% per month (18% Annual)

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ACCEPTED BY _____

Purchaser

**DOUGLAS
MARINE****CORPORATION**6780 ENTERPRISE DRIVE
P.O. BOX 819, DOUGLAS, MI 49406 (269) 857-4308
FAX: (269)-857-1606SOLD TO: RUFSTR RACING, LLC
C/O KEN SALAMONE
47 CARRIGLEA DRIVE
RIVERSIDE CT 06878INVOICE # 8475
INVOICE DATE 11/1/2017
ORDER DATE
TERMS- F.O.B.

QUANTITY	DESCRIPTION	EACH	TOTAL
1	MONTHLY STORAGE FEE, OCT 2017		\$280.00